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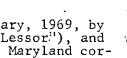
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THIS LEASE, made this 18 day of January, 1969, by and between SUE C. ASHMORE (hereinafter called "Lessor"), and CROWN CENTRAL PETROLEUM CORPORATION, an existing Maryland corporation (hereinafter called "Lessee"):

WITNESSETH:

THAT, in consideration of the respective covenants, conditions and agreements herein contained, it is agreed by and between Lessor and Lessee as follows:

I. Lessor does hereby demise and lease subject to the pro-visions hereinafter set forth unto Lessee, its successors and assigns, all that certain lot, piece and parcel of land, situate in the County of Greenville, State of South Carolina, described as



BEGINNING at old iron pin on the northern R/W of S. C. Hwy. No. 291, South Pleasantburg Dr., which point is the joint corner of Crown Central Petroleum Corporation & Sue C. Ashmore, running thence with the northern R/W of S. C. Highway No. 201 S. 27-30 W. 60 7 feet to old PB spike on said thence with the northern R/W of S. C. Highway No. 291 S. 27-30 W. 60.7 feet to old RR spike on said R/W, continuing with the northern R/W of S. C. Highway No. 291 S. 24-48 W. 139.3 feet to nail & cap, joint R/W cor. S. C. Highway No. 291 & Mauldin Road, running thence with the eastern R/W of Mauldin Road N. 48-33 W. 130.0 feet to old RR spike on said R/W. continuing with the eastern R/W of Mauldin Road R/W, continuing with the eastern R/W of Mauldin Road N. 45-00 W. 45.0 feet to old iron pin on said R/W running thence with the line of Sue C. Ashmore property N. 56-30 E. 134.4 feet to old iron pin, continuing with Sue C. Ashmore line S. 83-37 E. 104.3 feet to old iron pin on the northern R/W of S. C. Highway No. 291, Point of Beginning.

TOGETHER WITH all buildings, rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all Lessor's right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

Lessor does hereby retain for herself and does hereby grant unto Lessee, its successors and assigns, during the term of this Lease or any extensions or renewals thereof, an easement and right of way for ingress and egress over and across the boundary lines between the herein demised premises and the properties owned by Lessor lying contiguous to and northwest, north and northeast of the demised premises. This easement and right of ingress and egress shall be for the use in common of Lessor and Lessee and their customers and invitees for the purpose of permitting traffic flow between the demised premises and the aforesaid preportion of flow between the demised premises and the aforesaid properties of Lessor.

TO HAVE AND TO HOLD the aforesaid premises unto Lessee, its successors and assigns, subject to the provisions of this Lease, for a term of fifteen (15) years beginning on the first day of the month next succeeding that in which the occupancy permit is issued by the City of Greenville pursuant to Section 26-109 of the Code of the City of Creenville South Carolina or in any event by July 1 the City of Greenville, South Carolina, or in any event by July 1, 1969, whichever occurs first. provided, however, that if the said occupancy permit and any other governmental authority required for the lawful construction and operation of the filling station and car wash as set forth in Paragraph V hereof is not obtained by July 1, 1969, either party shall have the right and option to declare this lease void and of no effect unless Lessee shall elect to waive the obtaining of said governmental authority and commence the term of this lease on said date. In such event, the execution of this lease shall not constitute a "novation" of the lease referred to in the next succeeding paragraph and presently of force and effect between the parties hereto.

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